

RESOLUTION NO. 2010-48

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE MEDIATED SETTLEMENT AGREEMENT WITH ALBERTO AND OLGA BEECK; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE MEDIATED SETTLEMENT AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 1, 2010, the Village of Key Biscayne (“Village”) issued Civil Violation Notice No. 7439 to Alberto and Olga Beeck (the “Beecks”) for docking a vessel at their property located at 6 Harbor Point, Key Biscayne, Florida, in violation of Village Code Section 30-30(4), entitled “Nonconforming Use of Land,” and Section 30-100(f)(3)(a)(3), entitled “Docks and Mooring Piles”; and

WHEREAS, the Beecks timely appealed the Civil Notice of Violation and the Village’s Code Enforcement Board, which conducted a hearing on June 11, 2010 and affirmed the Civil Violation Notice; and

WHEREAS, the Beecks timely filed a Request for Relief concerning the enforcement action under the Florida Land Use Environmental Dispute Resolution Act (“FLUEDRA”), and in addition, filed other proceedings against the Village in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida; and

WHEREAS, the FLUEDRA matter was heard before a Special Magistrate on October 4, 2010 and the proceedings consisted of a mediation between the Village and the Beecks; and

WHEREAS, the Village Council desires to enter into a mutually acceptable resolution to the dispute between the Village and the Beecks, memorialized in the Mediated Settlement Agreement, a copy of which is attached hereto as Exhibit “A,” which will avoid the expense and delay of further

FLUEDRA and judicial proceedings and allow the Village to resolve the dispute.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of the Mediated Settlement Agreement. The Village Council hereby approves the Mediated Settlement Agreement attached as Exhibit "A".

Section 3. Authorization. The appropriate Village officials including the Village Manager and Village Attorney are authorized to execute and deliver the Mediated Settlement Agreement, and to take all actions necessary to implement the terms and conditions of the Mediated Settlement Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 26th day of October, 2010.



MAYOR ROBERT L. VERNON

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

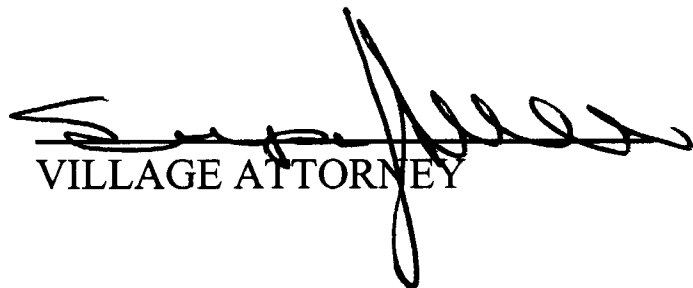
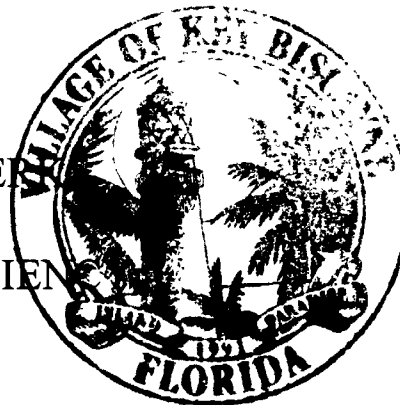

VILLAGE ATTORNEY

EXHIBIT "A"

VILLAGE OF KEY BISCAYNE, FLORIDA FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

IN RE:

CODE ENFORCEMENT ACTION:
ALBERTO AND OLGA BEECK

_____ /

MEDIATED SETTLEMENT AGREEMENT

This is a Mediated Settlement Agreement ("Agreement") between Alberto and Olga Beeck and the Village of Key Biscayne, Florida, collectively referred to as the "Parties."

RECITALS

1. Alberto and Olga Beeck (the "Beecks") own the property located at 6 Harbor Point, Key Biscayne Florida (the "Property").
2. On March 1, 2010, the Village of Key Biscayne issued Civil Violation Notice No. 7439 (the "Violation") to the Beecks for docking a vessel at the Property in violation of Village Code Section 30-30(4), entitled "Nonconforming Use of Land," and Section 30-100(f)(3)(a)(3), entitled "Docks and Mooring Piles."
3. The Beecks appealed the Violation to the Village's Code Enforcement Board, which conducted a hearing on June 11, 2010 and affirmed the Violation.
4. The Beecks filed certain proceedings in the 11th Judicial Circuit in and for Miami-Dade County, Florida appealing the decision of the Code Enforcement Board. In addition, the Beecks filed a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA") requesting that a Special Magistrate be appointed to conduct proceedings to determine whether the Village's enforcement action unreasonably or unfairly burdened the use of the Property.
5. In the FLUEDRA proceeding, the Beecks contend, among other thing, that the enforcement action by the Village is unreasonable for the following reasons:
 - 5.1. The vessel currently moored at the dock occupies the same historical area used since at least 2000.
 - 5.2. The enforcement action is arbitrary and the Beecks are the only boat owners in the entire Village against whom Section 30-100(f)(3)(a)(3) has been enforced;

5.3. The Village delayed the enforcement action for over seven years, during which time the Beecks purchased two new vessels and the Village approved and inspected improvements to the docks, knowing of the Beecks' alleged violation;

6. The FLUEDRA matter was noticed and a mediation was conducted by a special magistrate on October 4, 2010 pursuant to Section 70.51(17)(a), Florida Statutes. The Parties as well as neighboring property owners, David and Jameela Blumberg, participated in the proceedings.

7. The special magistrate issued a Preliminary Assessment Report dated October 20, 2010, in which he made preliminary findings which in large part concurred with the Beecks' position. He further urged the Parties to attempt to settle the dispute. A copy of the Preliminary Assessment Report is attached as Exhibit "D."

8. While both Parties are steadfast in their respective positions, they recognize the benefit of resolving the dispute without further judicial proceedings and agree to resolve the dispute on the following terms:

TERMS

1. THE BEECKS' OBLIGATIONS.

- 1.1 The Beecks will move their vessel from its historic mooring area reflected on Exhibit "A" to the location and in the manner as shown on the plan attached as Exhibit "B."
- 1.2 The Beecks will prepare and submit in a reasonably expeditious manner an application to the Village and all other necessary governmental entities to seek approval to add two (2) additional mooring piles in order to relocate and moor their existing vessel in the location and the manner as shown on the plan attached as Exhibit "C."
- 1.3 Only if, after using all good faith efforts, the Beecks are able to secure the required approvals for the additional mooring piles described in Section 1.3, the Beecks will promptly complete all work and relocate and moor their vessel in compliance with the plan attached as Exhibit "C"; otherwise, if the Beecks are unable to obtain the required approvals, the Beecks will continue to moor their vessel as shown on Exhibit "B."
- 1.4 The Beecks and their successors will be bound by the foregoing obligations for as long as the adjacent property located at 10 Harbor Point is owned by David and Jameela Blumberg. Upon the sale, transfer or other disposition of the adjacent property by the Blumbergs, the foregoing obligations shall expire without further action by the Parties and the Beecks and their successors may moor any vessel(s)

at the Property within the historical mooring area and under the regulations applicable to and governing all other properties within the same zoning district, while reserving all rights thereunder should the Village seek (directly or indirectly) to restrict or curtail the use of the historical mooring area.

- 1.5 Upon approval of the Settlement and receipt of the Notice of Compliance from the Village, the Beecks shall promptly file notices of dismissal of the proceedings pending in Circuit Court, namely the proceedings initiated by the Beecks' Petition for Writ of Certiorari ("Certiorari Proceedings") and Notice of Appeal ("Appeal"). *Alberto and Olga Beeck v. Village of Key Biscayne*, Case No. 10-294 AP and *Alberto and Olga Beeck v. Village of Key Biscayne*, Case No. 10-392 AP in the Eleventh Judicial Circuit Appellate Division, Miami-Dade County, Florida.

2. VILLAGE'S OBLIGATIONS

- 2.1 Upon the Beecks compliance with Sections 1.2 and 1.3 above, the Village shall file the required Notice of Compliance with the Code Enforcement Board and all other documentation to ensure that the Violation and any order issued therefrom is deemed fully satisfied.
- 2.2. The Village shall expeditiously process, consider and act upon all applications filed by the Beecks pursuant to Section 1.3.

3. NON-WAIVER AND RELEASE

- 3.1 The Parties to this Agreement do not waive or abandon any legal rights, arguments or positions related to the code enforcement action or to matters not included in and not addressed by this Agreement. THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT THE VILLAGE IS NOT IN ANY MANNER ESTOPPED FROM CONTINUING TO FULLY ENFORCE ITS CODES AND REGULATIONS. THE PARTIES FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS PREDICATED ON THE UNIQUE FACTS AND CIRCUMSTANCES OF THE PARTIES' DISPUTE AND THEREFORE, IS NOT INTENDED TO SERVE AS PRECEDENT CONCERNING ANY OTHER ENFORCEMENT ACTIONS THAT THE VILLAGE HAS OR MAY HAVE IN THE FUTURE WITH RESPECT TO OTHER PROPERTIES WITHIN THE VILLAGE.

4. OTHER TERMS

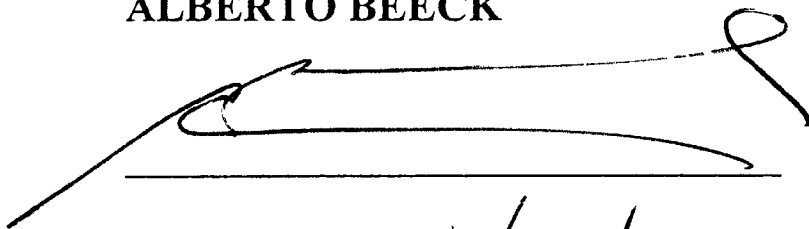
- 4.1 The Parties agree to act in good faith in performance of their obligations hereunder and agree to perform as soon as reasonably practicable all acts stated herein or such acts as are reasonably necessary to effectuate the mutually agreeable solution set forth in the Agreement.
- 4.2 The Parties acknowledge that this Agreement is the result of the FLUEDRA mediation process pursuant to Section 70.51(17)(a), Florida Statutes and is not the

result of a FLUEDRA hearing pursuant to Section 70.51(17)(b), Florida Statutes. The terms and conditions of the Agreement are not to be construed as a recommendation issued by the Special Magistrate, pursuant to Section 70.51(19), Florida Statutes and are not subject to the presumptions set forth in Sections 70.51(25) and (26), Florida Statutes.

5. **ATTORNEYS FEES.** Each party shall bear its own attorneys fees, costs and expenses in connection with the FLUEDRA matter, this Agreement, the Certiorari Proceeding, and the Appeal.

IN WITNESS HEREOF, the Parties hereto have executed this Mediated Settlement Agreement on the dates set forth below:

ALBERTO BEECK



DATED: 10/26/10

VILLAGE OF KEY BISCAYNE

By: 
Village Manager

DATED: 10/26/10



OLGA BEECK

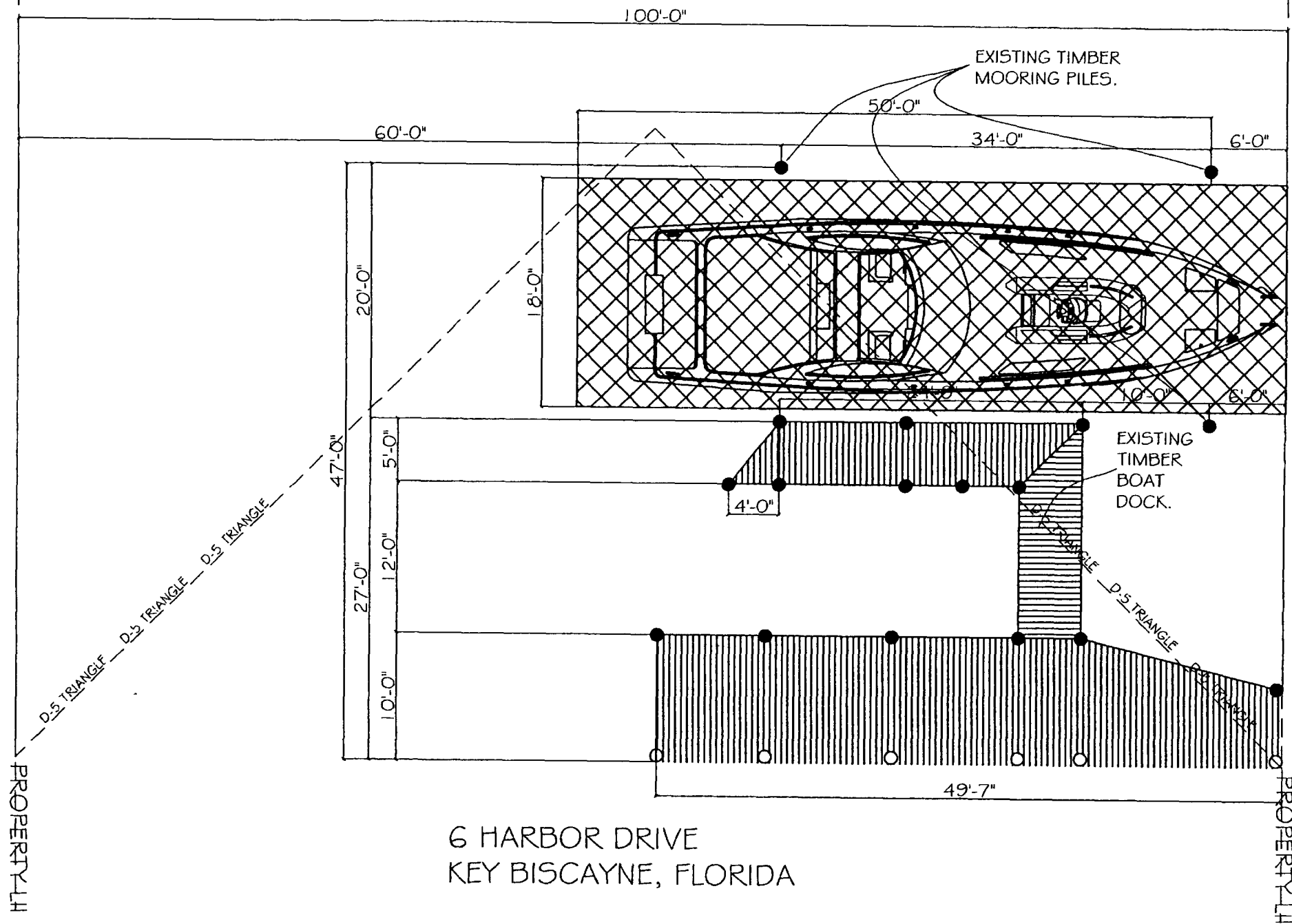


DATED: 10/26/10

SITE PLAN:

SCALE: $\frac{1}{4}" = 1'$

EXHIBIT "A" HISTORICAL MOORING AREA



TRIDENT
environmental consultants, inc.
305-638-0266 (O) 305-638-0293 (F)
2845 NW 35th Street Miami, Florida 33142

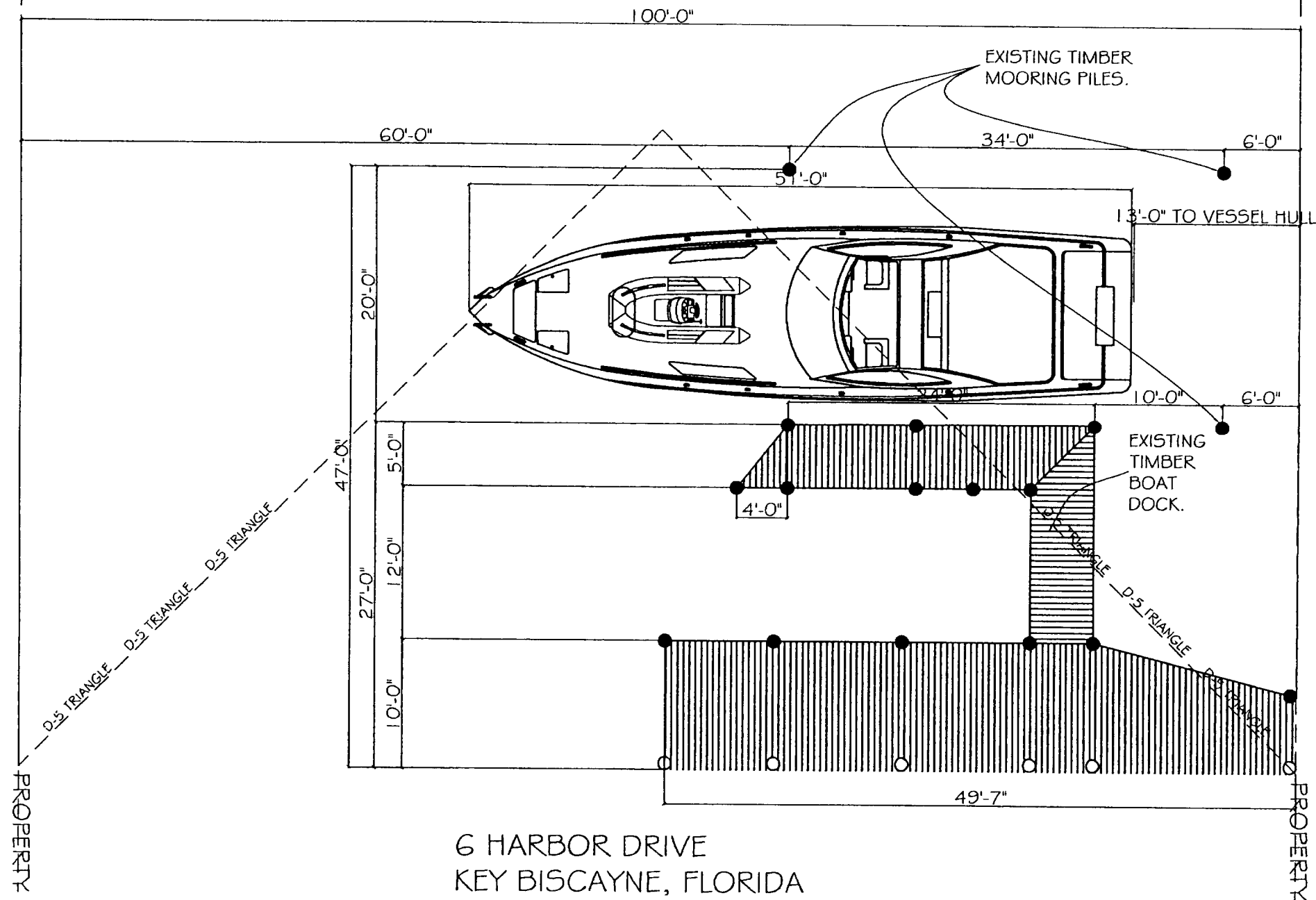
OWNER: ALBERTO & OLGA BEECK
6 HARBOR POINT
KEY BISCAIYNE, FLORIDA 33149
TITLE: BEECK PROPERTY

DATE: _____
ISSUED: _____
DRAWN: _____
CHECKED: _____
PROJECT NO: _____
REVISIONS: _____

SITE PLAN:

SCALE: $\frac{1}{4}" = 1'$

EXHIBIT "B"



6 HARBOR DRIVE
KEY BISCAIYNE, FLORIDA

TRIDENT
environmental consultants, inc.
305-638-0266 (O) 305-638-0293 (F)
2845 NW 35th Street Miami, Florida 33142

owner: ALBERTO & OLGA BEECK
6 HARBOR POINT
KEY BISCAIYNE, FLORIDA 33149
title: BEECK PROPERTY

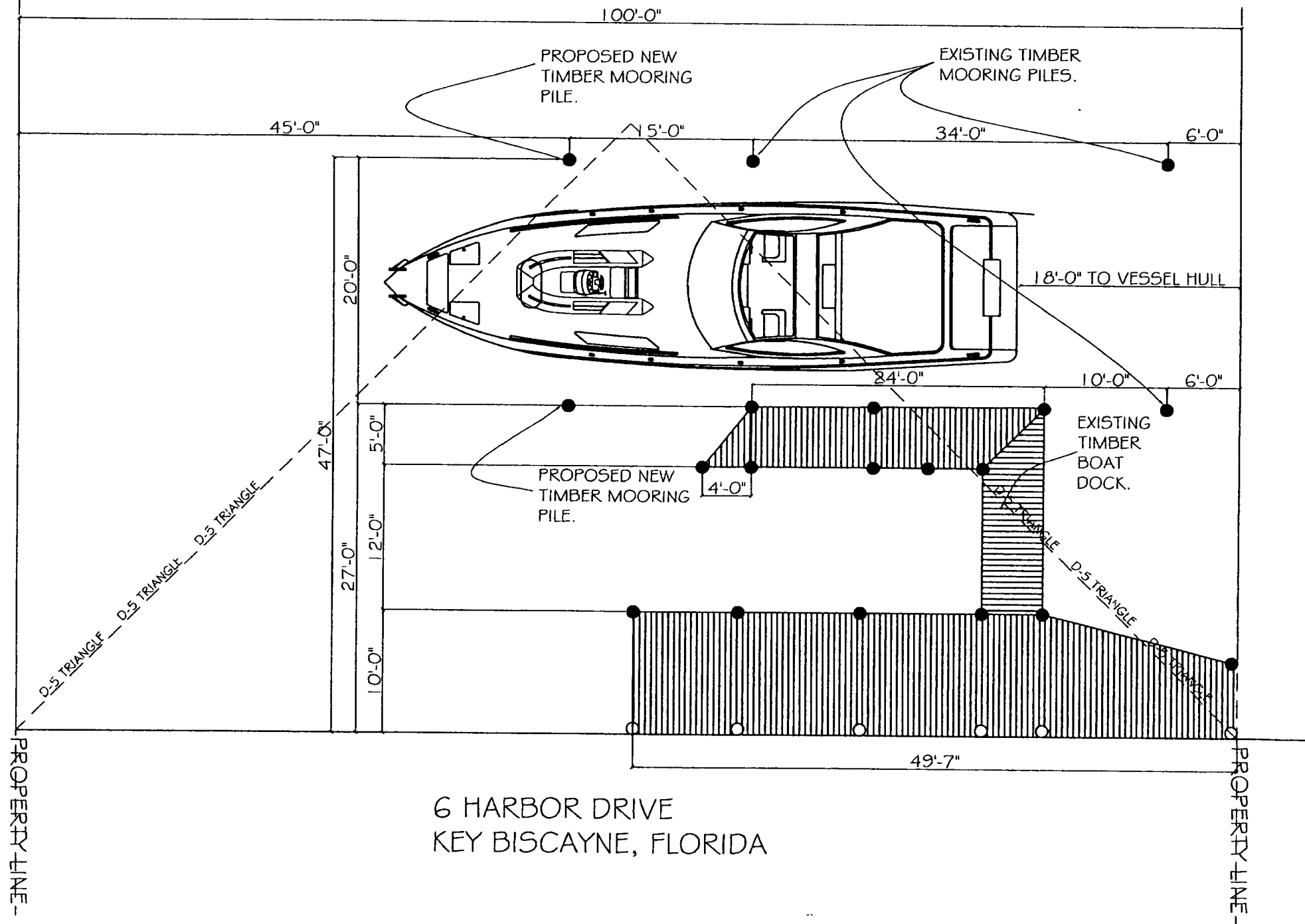
date: _____
issued: _____
drawn: _____
checked: _____
project no: _____
revisions: _____

S-1

SITE PLAN:

SCALE: $\frac{1}{4}" = 1'$

EXHIBIT "C"



6 HARBOR DRIVE
KEY BISCAIYNE, FLORIDA

TRIDENT
environmental consultants, inc.
305-638-0266 (O) 305-638-0293 (F)
2845 NW 35th Street, Miami, Florida 33142

owner: ALBERTO & OLGA BEECK
6 HARBOR POINT
KEY BISCAIYNE, FLORIDA 33149
title: BEECK PROPERTY

date _____
issued _____
drawn _____
checked _____
project no _____
revisions _____

S-1

Charles L. Siemon

Mizner Park
433 Plaza Real, Suite 339, Boca Raton, Florida 33432
Telephone (561) 368-3808 - Facsimile (561) 368-4008
E-Mail - info@siemonlarsen.com

October 20, 2010

Stephen J. Helfman
Laura Wendell
Weiss Serota Helfman
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, FL 33134

John K. Shubin
Amy E. Huber
Shubin and Bass
46 SW 1st Street, 3rd Floor
Miami, FL 33130

Re: *Relief Pursuant to Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA")/Property Owners Alberto and Olga Beeck ("Beecks"); 6 Harbour Point, Key Biscayne, Florida*

Dear Mr. Helfman, Ms. Huber, Mr. Shubin and Ms. Wendell:

The purpose of this letter is to provide the parties in the above captioned Request for Relief with a preliminary assessment of the undersigned's consideration of the Request for Relief.

The Request for Relief submitted by Alberto and Olga Beeck (the "Beecks") seeks relief from a code enforcement action related to mooring of a vessel at 6 Harbor Point Drive in the Village of Key Biscayne. The relevant facts are:

- the existing dock at the premises was constructed prior to the incorporation of the Village
- after the Village was incorporated, the Village adopted regulations which limited docks, pilings and moored watercraft to a "D-5 Triangle" formed by intersecting 45 angles from the property lines on both sides of the waterfront
- the existing pilings and dock extend beyond the D-5 Triangle
- historical evidence shows that portions of a vessel were moored outside of the D-5 triangle when the Village adopted the D-5 regulations
- the Village recognized the Beeck's non-conforming use right to moor the same size boat which was moored at the premises when the D-5 regulations were adopted
- the Beecks were cited for a code enforcement violation on the grounds that a boat moored at the dock was longer than the boat which was moored at the dock when the D-5 regulations were adopted

After carefully reviewing the Village Code and the pertinent facts, my preliminary judgment is that the Village's interpretation of the Code, as applied, is problematic. The alleged violation of the Village's Code relates to the Village's non-conforming use provisions:

Nonconforming Use of Land. The lawful Nonconforming Use of Land may be continued although such Use does not conform to the Regulations of the applicable zoning district within which the land is located. However, no such Use shall be enlarged, intensified or extended to occupy a greater area of land or reinstated following discontinuance for a period of six months.

Section 30-30(4) (*Emphasis added*).

What is problematic is that the length of a vessel is such an ambiguous feature and does not really relate to what is being regulated, which is the use of land in order to protect over-water views. In that circumstance, the enforcement of the Villages' Code against the Beecks, among other things, appears to be unreasonable. That is particularly so in light of the lack of enforcement against other similarly situated properties and the length of time of use of the area for mooring after the adoption of the D-5 Triangle Regulation.

After considerable thought and discussing the application of these provisions with the parties and their counsel, I have reached a preliminary conclusion that 1) the "area of use" which should be considered non-conforming is the area where boats were moored prior to and at the time of the adoption of the so-called D-5 Triangle, not the dimensions of a particular vessel; and 2) that the code enforcement action was unfair and unreasonable.

The sketch plan which is attached as Exhibit 1 identifies the location of the dock and the pilings which pre-existed the D-5 Triangle regulations. Portions of the dock are non-conforming with regard to the subsequently adopted D-5 Triangle regulations. Photographs (a 1993 real estate listing and available aerial photography) show that prior to the enforcement of the D-5 Triangle, vessels were moored in an area bounded and extended southward into what are now the boundaries the D-5 Triangle. Considering the configuration of the dock, the location of the mooring piles, the photographs and the stated purpose of the D-5 Triangle Regulations to protect views, I would denominate the area of prior use as the area of water surrounded by mooring piles and the existing dock, an area where the view from the adjacent property was blocked long before the D-5 Triangle Regulations were adopted.

I have taken the liberty of preparing a crude graphic (Figure 1) to describe the area which the available evidence indicates was used for mooring vessels prior to the enforcement of the D-5 Triangle regulations.

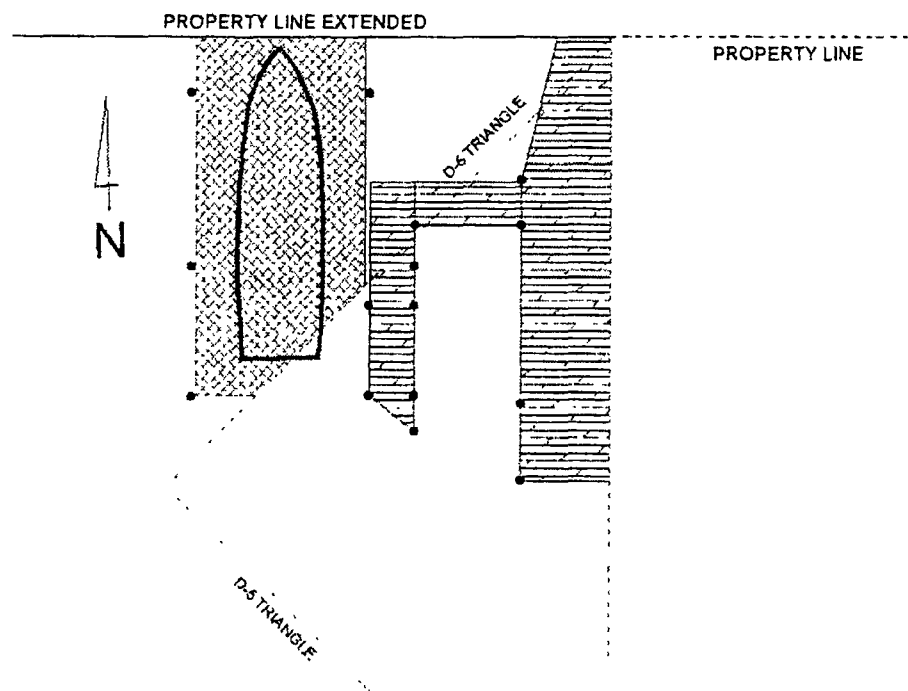


Figure 1

The green shape is the outline of a 36 sailboat in the position indicated in the historic photographs. The red hash depicts the area of land which in my judgment is fairly described as the area of land which was used for mooring of vessels prior to the adoption of the D-5 Triangle regulations which is located outside of the D-5 Triangle. My judgment is that the area designated by the red hatch is a more appropriate and accurate characterization of the area of non-conforming use as prescribed by the Village's Code.

In this context, it would be my judgment that the mooring of a 51 foot boat at 6 Harbor Point would violate the Village's code only if the boat were moored in a way that a portion of the boat were to extend into an area outside of the R-5 Triangle and/or the red hashed area of non-conforming use as shown on Figure 1.

I recognize that my view will not be satisfying to the owners of 10 Harbor Point. In that context, I recommend that the Village and Beecks consider an agreement to dock the 51 foot boat with its stern towards the north, so that the stern (not the dive platform) would be located five feet to the south of the north edge of the existing dock. That would significantly reduce the visual impact of the 51 foot boat to the property on the north. This adjustment would require additional mooring piles to be located outside of the D-5 triangle to the south of the vessel.

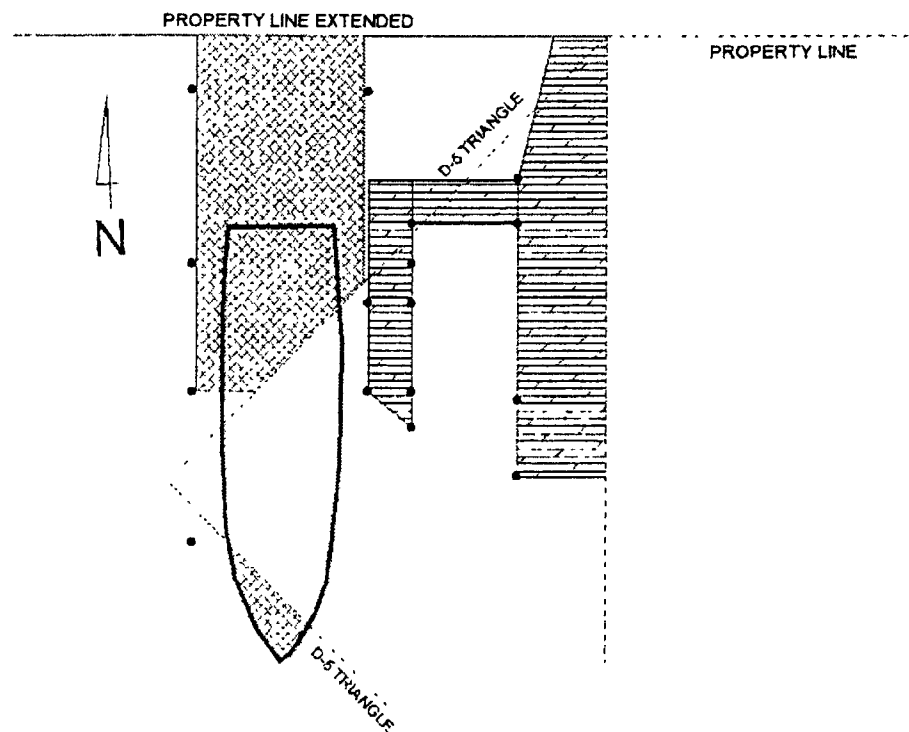


Figure 2

The relocation would result in a small portion of the bow of the boat extending outside of the D-5 Triangle to the south. However, if asked, I would be likely to find that a careful reading of the prohibition in Section 30-30(4) reveals that the limitation is against expanding or increasing the area of non-conforming use and that this prohibition would not be offended by the extension of the bow outside of the D-5 Triangle, so long as the total area of use outside of the D-5 Triangle does not exceed the area depicted with the red hatch in Figure 1. As I calculate the areas in question, the relocation of the boat as just described would have the effect of actually reducing the total area of non-conforming use.

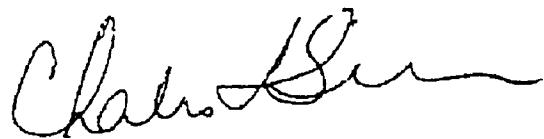
I have prepared this preliminary assessment in furtherance of the purpose of the proceedings as provided for in § 70.51(17) Fla. Stat. (2010):

The object of the hearing is to focus attention on the impact of the governmental action giving rise to the request for relief and to explore alternatives to the development order or enforcement action and other regulatory efforts by the governmental entities in order to recommend relief, when appropriate, to the owner.

Relief Pursuant to Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA")
Page 5 of 5
October 20, 2010

(Emphasis added). My hope is that my preliminary assessment will facilitate consideration of the parties to consider an alternative to the enforcement action which respects rights of the property owner, the purpose of the provisions of the Village Code and provides a measure of relief to the owners of 10 Harbor Point Drive.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Siemon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charles L. Siemon

LAW OFFICES
SHUBIN & BASS

P R O F E S S I O N A L A S S O C I A T I O N

Via Electronic Mail
and U.S. Mail

October 26, 2010

Mayor Robert Vernon and Village Council Members
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

Re: Beeck v. The Village of Key Biscayne

Dear Mayor Vernon and Council Members:

I am writing this letter to you on behalf of our clients, Alberto and Olga Beeck, and presenting to you the attached mediated settlement agreement for your review and consideration. This agreement, if approved by you, will resolve all pending issues between the Beecks and the Village arising out of the use of their dock, and is the product of a dispute resolution process specifically authorized by the Florida Legislature to promote the early resolution of disputes pertaining to property rights.

For reasons which we have repeatedly articulated on behalf of the Beecks for almost a year, we encourage you to approve this agreement and spare both the Beecks and the Village's taxpayers the expense of lengthy and expensive litigation on behalf of a position which we maintain, quite respectfully, is not defensible. Although I will allow you to rely on your legal counsel to pass on to you the preliminary findings of the Special Master, they were not favorable toward the Village's position and consistent with our interpretation of your Code in the context of applicable law. Regardless of how you might have heard our client's position portrayed by their neighbors, the findings were a further confirmation to us that a clear and unemotional examination of the issues underlying this dispute will result in a ruling consistent with our position that the Village's Code, when read in a manner consistent with applicable law, did not divest our clients of the right to dock a boat on a lawful dock within their property's "historical mooring area".

My clients have suffered greatly as a result of this mistaken interpretation by the Village, and I hope that you will agree with me that they have conducted themselves honorably during a very difficult ordeal. Please do not mistake their conduct, however, as a sign of weakness, and force them to continue litigation to vindicate a right which is obvious. They are hoping through this process to avoid a dispute with a Village that they

are proud to call their home, but will spare no expense to either defend themselves against a misguided attack on the quality of their life and the value of their home or take additional action against those within the Village who seek to abridge their legitimate rights.

Throughout this process, I have become aware of numerous misstatements made to the Village and to residents by the Beeck's neighbors, who have passionately advocated a position contrary to that of the Beecks. Again, it serves no purpose to acknowledge and rebut their specific allegations, but I do not want you to believe for one second that our "turn the other cheek" attitude should be construed as either an acceptance of their position or as reflecting an unwillingness to pursue this matter to a successful conclusion on their behalf.

As my client's elected representatives, we ask that you respect their legal position, and that of the Special Master, and acknowledge the implicit compromise that they are willing to commit to in the spirit of good faith. They look forward to putting this matter behind them and focusing on enjoying all of the many positive attributes associated with living on the wonderful island community of Key Biscayne.

Sincerely,

A handwritten signature in black ink, appearing to read "John K. Shubin", with a stylized flourish at the end.

John K. Shubin
For the Firm

Enc.

cc: Stephen J. Helfman, Esq.

LAW OFFICES
SHUBIN & BASS

P R O F E S S I O N A L A S S O C I A T I O N

Via Electronic Mail
and U.S. Mail

November 1, 2010

Stephen J. Helfman, Esq.
Wiess Serota Helfman
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

Re: Mediated Settlement Agreement

Dear Steve:

This correspondence is transmitted to you on behalf of Alberto and Olga Beeck The "Beecks") and is intended to advise the Village of Key Biscayne that consistent with provision 1.1 of the Mediated Settlement Agreement dated October 26, 2010, the Beecks have moved their vessel so that it is moored consistent with Exhibit "B" of the Mediated Settlement Agreement.

Please immediately advise if the Village would like to inspect the location of the vessel, or requires any additional documentation verifying the location of the vessel.

Thank you for your anticipated attention to this matter.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Alex E. Huber', with a long horizontal flourish extending to the right.

Alex E. Huber
For the Firm

cc: Laura Wendell, Esq.
Conchita H. Alvarez, MMC

LAW OFFICES
SHUBIN & BASS
P R O F E S S I O N A L A S S O C I A T I O N

Via Electronic Mail
and U.S. Mail

November 12, 2010

Stephen J. Helfman, Esq.
Wiess Serota Helfman
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

Re: Mediated Settlement Agreement

Dear Steve:

This correspondence is transmitted to you on behalf of Alberto and Olga Beeck (the "Beecks") and is intended to advise the Village of Key Biscayne that consistent with provision 1.2 of the Mediated Settlement Agreement dated October 26, 2010, the Beecks prepared and submitted a Class I Permit Application with the Department of Environmental Resources Management ("DERM") Coastal Resources Section for the additional mooring piles on November 3, 2010. Attached for your records please find a stamped copy of the application, in addition to the confirmation letter from DERM acknowledging receipt of same. We will continue to update you with our progress as we move through the application process.

Please feel free to contact me should you have any questions or concerns regarding this correspondence or its enclosures. Thank you for your anticipated attention to this matter.

Sincerely,



Amy E. Huber
For the Firm

Enc.

cc: Laura Wendell, Esq.
Conchita H. Alvarez, MMC



CLASS I PERMIT APPLICATION

RECEIVED		FOR DEPARTMENTAL USE ONLY	
DATE RECEIVED	NOV 03 2010	APPLICATION NUMBER	
DERM Coastal Resources Section Natural Resources Regulation & Records Division (NRR53)		APPLICATION FEE	

Application must be filled out in its entirety. Please indicate N/A for non-applicable items.

1. Applicant Information:	2. Applicant's Authorized Representative:
Name: <u>Alberto Olga</u>	Agent is authorized to process the application, furnish supplemental information relating to the application and advise the applicant to all requirements of the application.
Address: <u>2145 N. 1st St.</u>	Name: <u>Trident Environmental Consultants, Inc.</u>
City: <u>Key Biscayne, Florida 33149</u>	Address: <u>2543 N.W. 37th Street</u>
Phone #: <u>305-296-0351</u>	City: <u>Miami, Florida 33142</u>
Email:	Phone #: <u>305-638-0155</u> Fax #: <u>305-638-0207</u>
This should be the same as the information for contact purposes.	

3. Location where proposed activity will take place (include street address, latitude and longitude, and nearest landmark for project identification).			
Location: <u>16-2418-1400-120</u>	Latitude	Longitude	
Street Address: <u>3145 N. 1st St.</u>	Section	Township	Range
In City or Town: <u>Key Biscayne</u>	Water City or Town: <u>Key Biscayne</u>		
Name of Water Body: <u>Location of the project is on the beach area</u>			

4. Describe the proposed activity (check all that apply):			
<input type="checkbox"/> Soil fill	<input type="checkbox"/> Dredging	<input type="checkbox"/> Dredging	<input type="checkbox"/> Mangrove Thinning
<input type="checkbox"/> New Reproductive	<input type="checkbox"/> Filling	<input type="checkbox"/> Widening Piers	<input type="checkbox"/> Mangrove Removal
<input type="checkbox"/> Seasonal Can	<input type="checkbox"/> New and Old	<input type="checkbox"/> Fender Piles	
<input type="checkbox"/> Bridge, Pier		<input type="checkbox"/> Dike	
<input type="checkbox"/> K 3 Pile			
<input type="checkbox"/> Fender, Ties, etc.	<input type="checkbox"/> Access to the Permit Agent for a site visit prior to site visit		
<input type="checkbox"/> Rip-Rap			
Other: <u>See Description of the Project</u>			
Estimated Project Cost: <u>\$1,500,000</u>			
Are you seeking an after-the-fact approval (ATFA)? Yes <input type="checkbox"/> No <input type="checkbox"/>			

ALBERTO
OLGA

63-6655
2660

144

if any of vessels provide the
applicant does not have a vessel

had

(if change in feet)

the following work:

Date Approval Date

CITIBANK N.A. BR #69
84 CRANDON BOULEVARD
KEY BISCAYNE, FL 33149

026608655400

938820225510 0144



Department of Environmental Resources Management

Coastal Resources Section
701 NW 1st Court, Suite 400
Miami, FL 33136-3912
305-372-6575

November 5, 2010

Alberto Beeck
6 Harbor Point
Key Biscayne, Florida 33149

Project Name: Beeck
Project Location: 6 Harbor Point
Permit ID: 2010-CLI-PER-00272
Permit Manager: Allison Hill

Thank you for your recent submittal to the Coastal Resources Section. Please accept this letter as confirmation of DERMS's receipt of your application and to provide basic information about the processing and status of your Class I Permit application. Please retain this information for your records and refer to it when calling DERM concerning your application.

Staff will visit your site within the next few weeks to conduct a biological assessment of the resources in the project area. In order to expedite the processing of your application, please ensure that access to the site is provided to staff for this inspection. If you have any questions concerning your project or you would like to schedule a specific appointment for the on-site visit, you may contact the project manager listed above at (305) 372-6575.

If for some reason you need to visit our office, the office hours are Monday through Friday 8:00 AM - 12:00 PM (walk-in customers accepted) and 1:00 PM to 5:00 PM (by appointment only). Thank you again for your submittal and we look forward to serving you throughout the permitting process.

Sincerely,

Coastal Resources Section

Cc: Trident Environmental Consultants, Inc